## CONTRACT



WMUR 100 South Commercial Street Manchester, NH 03101 (603)669-9999

And:	
Aliu.	

Merrimack & Potomac Group LLC 497 Hooksett Rd Suite 385 Manchester, NH 03104

	Contract / Revisi 954205 /	on Alt Orde	r#
Product candidate			
Contract Dates 09/25/12 - 10/02/12	Estimate #		
Advertiser Bass/R/Congress		Original Dat 09/21/12	te / Revision / 09/21/12
	Billing Cycle Bi	lling Calendar	Cash/Trade

EOM/EOC	Broadcast		Cash
Station	Account Ex	recutive	Sales Office
WMUR	Linda Mag	ay	Manchester
Special Handi	ing		_
Demographic			
Adults 25-54			
IDB#	Advertiser	Code	Product Coc
Agency Ref		Advertiser	Ref

Spots/

*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeS	oots	Amo
N 1 WMUR09/26/12 10/02/12 5a Daybreak	5-6a	:30	NM	5	\$3,50
Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Spots/Week	Rate				
Week: 09/26/12 End Date Weekdays Spots/Week  Week: 09/26/12 End Date MTWTF 5	\$700.00				
N 2 WMUR09/26/12 10/02/12 6a Daybreak	6-7a	:30	NM	5	\$3,500
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate				
Week: 09/26/12 10/02/12 MTWTF 5	\$700.00				
N 3 WMUR09/26/12 10/02/12 Good Morning America	7-9a	:30	NM	5	\$2,750
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate				
Week: 09/26/12 End Date Weekdays Spots/Week Week: 09/26/12 End Date MTWTF 5	\$550.00				
N 4 WMUR09/26/12 10/02/12 KELLY& MICHAEL LIVE [	AY9AM-10AM	:30	NM	4	\$1,400
Class of Time - Pre-emptible with notice	Data				
Week: 09/26/12 End Date Weekdays Spots/Week Week: 09/26/12 End Date MTWTF 4	Rate \$350.00				
N 5 WMUR09/26/12 10/02/12 The View	11-12p	:30	NM	5	\$1,750
Class of Time - Pre-emptible with notice	Data				
Start Date         End Date         Weekdays         Spots/Week           Week: 09/26/12         10/02/12         MTWTF         5	Rate \$350.00				
N 6 WMUR09/26/12 10/02/12 News 9 at Noon	12-1230p	:30	NM	4	\$1,400
Class of Time - Pre-emptible with notice	Divi				
Week: 09/26/12 End Date Weekdays Spots/Week Week: 09/26/12 To/02/12 MTWTF 4	Rate \$350.00				
N 7 WMUR09/26/12 10/02/12 Who Wants to be a Million	air€1230-1p	:30	NM	4	\$1,000
Class of Time - Pre-emptible with notice	5.44				
Week: 09/26/12 End Date Weekdays Spots/Week Week: 09/26/12 To/02/12 MTWTF 4	Rate \$250.00				
N 8 WMUR09/26/12 10/02/12 ELLEN EF	4PM-5PM	:30	NM	4	\$1,000
Class of Time - Pre-emptible with notice	D-4-				
Start Date End Date Weekdays Spots/Week	Rate				

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and upayment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represer and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



## **WMUR** 100 South Commercial Street Manchester, NH 03101 (603)669-9999

	Contract / Revision 954205 /	Alt Order#
Contract Dates 09/25/12 - 10/02/12	Product candidate	Estimate #
Advertiser Bass/R/Congress		Original Date / Revision 09/21/12 / 09/21/12

*Line	Ch Start I	Date End Da	ate Description		Start/End Time	Days	Length	Spots/ Week	Rate	TypeS	pots	Amoı
Wee	Start Date k: 09/26/12	End Date 10/02/12	Weekdays MTWTF	Spots/Week 4	<u>Rate</u> \$250.00							
N 9	WMUR09/26/	12 10/02/1	2 News 9 at 5		5-6p		:30			NM	4	\$2,800
Wee	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays MTWTF	Spots/Week 4	<u>Rate</u> \$700.00							
N 10	WMUR09/26/	12 10/02/1	2 News 9 at 6		6-7p		:30			NM	4	\$5,600
Wee	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays MTWTF	Spots/Week 4	<u>Rate</u> \$1,400.00							
N 11	WMUR09/26/	12 10/02/1	2 Chronicle NF	H	7-730p		:30			NM	4	\$2,200
	Class of Time Start Date k: 09/26/12	End Date 10/02/12	Weekdays MTWTF	Spots/Week 4	<u>Rate</u> \$550.00	NA/o alcelos			Data	Time		
<u>St</u>	oot <u>Ch</u> <u>Da</u> 2 WMUR 09/	<u>te Range</u> /26/12-10/02/	Description Chronicle N	н	Start/End Time 7-730p	Weekday MTuWThF		:30	<u>Rate</u> \$550.00	<u>Type</u> NM		
N 12	WMUR09/26/			•	1135p-1206a	111001111	:30		4000.00	NM	4	\$2,000
	Class of Time Start Date k: 09/26/12		•	Spots/Week 4	<u>Rate</u> \$500.00							<b>4</b> = <b>100</b> .
N 14	WMUR09/26/	12 10/02/1	2 News 9 at 11		11-11:35p		:30			NM	4	\$4,400
Wee	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice <u>Weekdays</u> M-W	Spots/Week 4	<u>Rate</u> \$1,100.00							
N 15	WMUR09/25/	12 09/25/1	2 Dancing Res	ults	8-9p		:30			NM	1	\$4,000
Wee	Class of Time Start Date k: 09/19/12	- Pre-emptib End Date 09/25/12	le with notice Weekdays -T	Spots/Week 1	<u>Rate</u> \$4,000.00							
N 16	WMUR09/26/	12 09/26/1	2 Revenge		10-11p		:30			NM	1	\$1,400
Wee	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice WeekdaysW	Spots/Week 1	<u>Rate</u> \$1,400.00							
N 18	WMUR09/27/				8-9p		:30			NM	1	\$1,400
Wee	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$1,400.00							
N 20	WMUR09/28/				8-9p		:30			NM	1	\$1,400
Wee	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$1,400.00							
N 22	WMUR09/29/	12 09/29/1	2 7a Weekend	Daybreak	7-9a		:30			NM	1	\$401
Wee	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays1-	Spots/Week	<u>Rate</u> \$400.00							
N 23	WMUR09/29/	12 09/29/1	2 Weekend GN	ЛА	9-10 <b>a</b>		:30			NM	1	\$400
Wee	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays1-	Spots/Week	<u>Rate</u> \$400.00							

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## **WMUR** 100 South Commercial Street Manchester, NH 03101 (603)669-9999

	Contract / Revisio	n Alt Order#
	954205 /	
Contract Dates	Product	Estimate #
09/25/12 - 10/02/12	candidate	
Advertiser	·- · · <u>» - »</u>	Original Date / Revision
Bass/R/Congress		09/21/12 / 09/21/12

							Spots/				
*Line	Ch Start E	ate End Da	ate Description	)	Start/End Time	Days	Length Week	Rate	TypeS	pots	Amo
	Start Date	End Date	Weekdays	Spots/Week	Rate						
N 24	WMUR09/30/	12 09/30/1	2 6a Weekend	Daybreak	Sa/Su 6-7a		:30		NM	1	\$22
Weel	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays1	Spots/Week	<u>Rate</u> \$225.00						
N 25	WMUR09/30/	12 09/30/1	2 Close Up		10-1030a		:30		NM	1	\$40
Weel	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays1	Spots/Week	<u>Rate</u> \$400.00						
N 26	WMUR09/30/	12 09/30/1	2 This Week w	vith Christiane	12n-1p		:30		NM	1	\$1,50
Weel	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays1	Spots/Week	<u>Rate</u> \$1,500.00						
N 27	WMUR09/26/	10/02/1	2 STEVE HAR	EVEY DY 9/4 ST	「 <b>A10-11a</b>		:30		NM	4	\$80
Weel	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays MTWTF	Spots/Week 4	Rate \$200.00						
N 28	WMUR09/26/1	2 10/02/1	2 KATIE		3-4P		:30		NM	4	\$1,00
	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays MTWTF	Spots/Week 4	<u>Rate</u> \$250.00						
N 29	WMUR09/30/1	2 09/30/1	2 Once Upon /	A Time	7-8p		:30		NM	1	\$1,80
	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	le with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$1,800.00						
N 30	WMUR09/30/1	09/30/1	2 Revenge		9-10p		:30		NM	1	\$4,00
	Class of Time Start Date k: 09/26/12	- Pre-emptible End Date 10/02/12	le with notice Weekdays1	Spots/Week 1	<u>Rate</u> \$4,000.00						
N 31	WMUR09/29/1	2 09/29/1	2 6a Weekend	Daybreak	Sa/Su 6-7a		:30		NM	1	\$22:
	Class of Time Start Date k: 09/26/12	- Pre-emptib End Date 10/02/12	Weekdays	Spots/Week 1	Rate \$225.00						
N 32	WMUR10/01/1	2 10/01/1	2 Castle		10-11p		:30		NM	1	\$5,001
	Class of Time Start Date c: 09/26/12	Pre-emptible End Date 10/02/12	le with notice Weekdays 1	Spots/Week 1	<u>Rate</u> \$5,000.00						
							Total	s		77	\$57,25

Time Period	# of Spots	Gross Amount	Net Amount		
08/27/12 -09/30/12	50	\$38,450.00	\$32,682.50		
10/01/12 -10/02/12	27	\$18,800.00	\$15,980.00		
Totals	77	\$57,250.00	\$48,662.50		

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	Contract / Revision 954205 /	Ait Order#
Contract Dates 09/25/12 - 10/02/12	Product candidate	Estimate #
Advertiser Bass/R/Congress	2	Original Date / Revision 09/21/12 / 09/21/12

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") herebyagree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agencyon behalf of Advertiser at address on the face hereof. Agent shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severa liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency, (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges he reunder shall immedia become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon no tice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual nonconcellable out-of-pocket costs necessarily incurred by Agency in performant of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives no tice of cancellation, Station had give notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### OMISSION OF BROADCA ST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control. Station fails to broadcest any or all of the announcement(s) or programs to be broadcest hereunder. Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcest is made, a later broadcest shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a mate part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal op portunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation a promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. FRED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract. Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwit agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

#### . AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Age noy and delivered to Station at Age noy's sole cost and expense. Age noy shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contraryto the public interest. (ii) shall conform to the Station's then existing program and operating policies and quality-standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agencyto edit such materials. Station will not be liable for loss or damage to Agency's material or, even it accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Statio has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

## 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behold harmless advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify a hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

## 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

## 9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

#### face hereo f

- (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commerce materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval.
- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereo () and Agency will act as agent for making paymen on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment there unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agen by commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed as a relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts the reafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named of the face hereof
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce anyof the provisions hereof shall no be construed as a general relinquishment or waiver of that or anyother provision. All notices he reunder (except for notices under Paragraph 4) shall be in writing, given only by preparetelegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

# AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

FEDER	AL CANDIDA	TE	☐ STATE/LOCAL CANDIDATE				
	il Themselve v, Federal Car						
Station and	Location:			Date	:		
I, Amber Prove	enzano						
being/on behalf	of: Charlie Bass				, a legally		
-	ate of the Republ				political		
in the Primary	ce of: 2nd Distric	ct Congress					
election to be he	eld on: <u>September</u>	11 Nov (	L				
do hereby reque	est station time as f	ollows:					
Broadcast Length	Time of Day, Rotation or Package	<sup>`</sup> Days	Class	Times per Week	Number of Weeks		
REFER to attached ORDER	REFER to attached ORDER	REFER to attached ORDER	REFER to attached ORDER	REFER to attached ORDER	REFER to attached ORDER		
	-						

**Total Charges:** REFER to attached ORDER

9/24-10/2

For programming that, in whole or in national importance," list the matters	n part, "communicates a message rela s below:	ting to any political matter of
I represent that the payment for the	above described broadcast time has b	een furnished by:
Bass Victory Committee		
•	the time as paid for by such person or is either a legally qualified candidate y qualified candidate.	•
The name of the treasurer of the cand	didate's authorized committee is:	
Alexander Bass, Treasurer		
	political advertising policies, including sales practices (not applicable to fede	
	CRIMINATE OR PERMIT DISCRI HE PLACEMENT OF ADVERTISIN	
To Be Signed By Confidence of the Date	Signature	f Committee
To Be Signed By Station Representative		
Accepted	☐ Accepted in Part	Rejected
Hude Malyur Signature	Unda Magy	litral Al Specialis
Copyright ©2011 by the National Association of Broa	adcasters. May Not Be Copied, Reproduced or Further I	Distributed.